

AN ORDINANCE APPROVING A
CONTRACT OF LEASE BETWEEN
FORT WAYNE FIRE STATE
BUILDING CORP., LESSOR
AND THE CITY OF FORT
WAYNE, LESSEE.

WHEREAS, a petition signed by 290 taxpaying citizens of Fort Wayne has been filed with the Common Council of the City of Fort Wayne regarding the acquisition, construction and leasing of the new St. Joseph Township Fire Station from a building corporation organized pursuant to I.C. 36-1-10; and

WHEREAS, the petition has been carefully considered and investigations have been conducted by the Common Council of the City of Fort Wayne, both before and after the filing of said petition; and

WHEREAS, the Common Council of the City of Fort Wayne has found, and now reaffirms its finding, that a need exists for the construction and leasing of the Project, and that the City of Fort Wayne does not presently have sufficient funds to pay the estimated cost of the project required to meet such need; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking forward toward the acquiring of real estate, the erection of such building improvements and the making of any additional needed site improvement by a building corporation and the lease of such real estate and building to the City of Fort Wayne; and

WHEREAS, Fort Wayne Fire Station Building Corp. has been organized as a not-for-profit corporation for the purpose of constructing and leasing of the Project for the use of the City of Fort Wayne, Indiana, and there have been prepared proposed drawings, plans and specifications for the construction of the Project and the Common Council has reviewed the estimated costs for the construction of the Project in accordance with such

1 proposed drawings, plans and specifications as prepared
2 by the Architects; and the Fort Wayne Fire Station
3 Building Corp. has drafted and presented a proposed lease
4 for leasing of the Project, and an estimated budget; and

5 WHEREAS, said proposed drawings, plans and
6 specifications have been submitted to and are now
7 approved by this Council; and

8 WHEREAS, the estimated budget and the estimated
9 costs for the construction of the Project as shown on
10 said proposed drawings, plans and specifications have
11 been submitted to and are now approved by this Council;
12 and

13 WHEREAS, the terms of the Letter Agreement
14 dated February 23, 1993, have been reviewed and approved
15 by this Council; and

16 WHEREAS, a hearing on said Lease has been held
17 on April 13, 1993, as required by law; and

18 WHEREAS, prior to said hearing, a notice of
19 said hearing was published as required by law; and

20 WHEREAS, the proposed Lease and the drawings,
21 plans, specifications and estimates for the structure
22 were available for public inspection after the
23 publication of said notice and at the hearing; and

24 WHEREAS, at said hearing, public comment was
25 taken as to the following issues:

- 26 1. Whether execution of the Lease is necessary;
- 27 2. Whether the proposed rental is fair and
28 reasonable; and

29 WHEREAS, it now appears to this Council that
30 said proposed drawings, plans and specifications and
31 estimated costs will provide the necessary facilities for
32 the Project for the City of Fort Wayne, Indiana, and that
the proposed lease for the Project with the Fort Wayne
Fire Station Building Corp., as Lessor, provides for a
fair and reasonable rental;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Common Council reaffirms its prior finding that a need exists for the project and finds that the City of Fort Wayne does not have sufficient funds available as provided for in existing tax levies with which to pay the total costs of the construction of the Project required to meet the present need.

SECTION 2. The Letter Agreement dated February 23, 1993, from Fort Wayne Fire Station Building Corp. is hereby approved and execution thereof by the Mayor is hereby authorized.

SECTION 3. The terms and conditions of the proposed form of lease, proposed plans, drawings, and specifications, estimated costs and estimated budget for Project (two copies of each are on file in the Office of the Clerk and available for public inspection) are hereby approved.

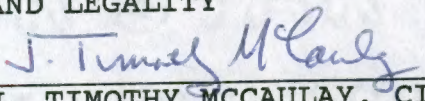
SECTION 4. The proposed rental for the St. Joseph Township Fire Station Project, as advertised, is fair and reasonable.

SECTION 5. The proposed lease and the terms and conditions thereof are hereby approved and confirmed and the Mayor is authorized to execute said lease agreement on behalf of the City.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor and once passed and approved many not be repealed.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. TIMOTHY MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Belmont, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 13th, day of April, 1993, at 7:00 o'clock P.M., E.S.T.

DATED: 3-23-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Belmont, seconded by _____, and duly adopted, placed on its passage. PASSED ~~10:01~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY				✓
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 4-27-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. A-31-93 on the 27th day of April, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of April, 1993, at the hour of 9:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of April, 1993, at the hour of 9:40 o'clock P.M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR



THE CITY OF FORT WAYNE



Paul Helmke
Mayor

MEMORANDUM
LAW DEPARTMENT

D-93-03-16

TO: MEMBERS OF CITY COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL
DATE: March 22, 1993
SUBJECT: ST. JOSEPH TOWNSHIP FIRE STATION LEASE

This ordinance represents the second step in connection with the St. Joseph Township Fire Station Lease. Enclosed with this memo are:

1. Outline of I.C. 36-1-10 lease procedures.
2. Draft Letter of Agreements from Fort Wayne Fire Station Building Corp.
3. Proposed form of Lease.
4. Rental Schedules.
5. Project Estimates.

A public hearing must be held on the Lease. We would request that the hearing be held April 13, 1993. If that date is approved, we will prepare the necessary notice.

The issues to be decided are:

1. Whether the lease is necessary?
2. Whether the rental terms are fair and reasonable.

3/16/93

I.C. 36-1-10 LEASE
PROCEDURES AND OPTIONS

I. APPLICATION: I.C. 36-1-10 applies to "structures" to be acquired by lease or lease-purchase. "Structure" means a building used in connection with the operation of a political subdivision.

II. OPTIONS: EITHER LEASE, OR LEASE/PURCHASE PERMITTED

a. Lease/No Option to Purchase (I.C. 36-1-10-5)

1. 10 yr. maximum, unless longer term approved by State Board of Tax Commissioners
2. Lease Terms must include reference that lease is subject to annual appropriation by the Common Council
3. Lease must be on file and kept in place available for public inspection

b. Lease/Option to Purchase

1. 50 year maximum period (I.C. 36-1-10-6)
2. Terms and conditions of purchase must be specified in lease (I.C. 36-1-10-9)
3. Upon expiration of lease and full performance, the property becomes property of City even if option not exercised (I.C. 36-1-10-9)

III. PRELIMINARY REQUIREMENTS (I.C. 36-1-10-7):

- Need:
- a. Petition signed by fifty (50) or more City taxpayers
 - b. Common Council, after investigation, determines the structure is needed

IV. PLANS AND SPECIFICATIONS (I.C. 36-1-10-10):

- a. Plans, specifications and estimates must be submitted to City by Lessor prior to executing lease
- b. City must submit plans and specifications to state building commissioner and other applicable agencies

V. TITLE TO LAND (I.C. 36-1-10-11):

- a. Lessor must hold title in fee simple
- b. City can sell land or structure to proposed lessor without compliance with other laws relating to such sales provided:
 1. 2 appraisers appointed
 2. Sale for not less than appraised value nor less than purchase price if purchased during three years prior to appointment of appraisers
 3. Cash sale

VI. STRUCTURE TO BE COMPLETED AND READY FOR OCCUPANCY BEFORE RENTAL PAYMENTS BEGIN (I.C. 36-1-10-12)

City may enter into contract to lease structure not yet constructed. However, no rental payments can be made until structure complete and ready for occupancy.

VII. LESSOR'S BOND: Optional (I.C. 36-1-10-12)

VIII. NOTICE AND HEARING: (I.C. 36-1-10-13)

- a. Agreement on terms and conditions on lease
- b. Notice of public hearing on lease terms and conditions at least 10 days before hearing
- c. Lessor pays cost of lease
- d. Contents of notice
 1. Date, place, hour of hearing
 2. Summary of the principal terms of the lease
 3. Name of proposed lessor
 4. Location and character of structure
 5. Rental to be paid

6. Length of lease

- e. Proposed lease and the drawings, plans, specifications and estimates for the structure must be available for public inspection during the 10 day period and at the hearing
- f. Issues at hearing:
 - 1. Whether execution of lease is necessary
 - 2. Whether rental is fair and reasonable
- g. After hearing, the lease may be modified, confirmed or rescinded. However, the rental payments may not be increased from those advertised.
- h. After execution, notice of execution must be published (1 time within 30 days after execution - I.C. 5-3-1-2(h)).

IX. DISAGREEMENT WITH EXECUTION OF LEASE (I.C. 36-1-10-14)

- a. 10 or more taxpayers may object
- b. Petition filed with Auditor
- c. Within 30 days after publication
- d. Petition must state objection and reasons why lease is unnecessary or unwise

X. STATE BOARD OF TAX COMMISSIONERS REVIEW (I.C. 36-1-10-14):

- a. Auditor certifies objectors' petition to State Board of Tax Commissioners
- b. Local hearing held 5-30 days after receipt by State Board of Tax Commissioners of certified objections
- c. State Board gives notice of hearing
- d. State Board decision final

XI. TAX STATUS (I.C. 36-1-10-18):

- a. Structure exempt from all state, county and other

taxes

- b. Rental payments subject to taxation

XII. LEASE PURCHASE LIMITATION (I.C. 36-1-10-20)

- a. \$2,000,000 cap in total lease payments obligated by a lease or lease-purchase agreement, including any purchase price
- b. Otherwise, subject to petition and remonstrance provisions applicable to issuance of bonds under I.C. 6-1.1-20-3 and I.C. 6-1.1-20-4. (Lease could be defeated if more petitioners signed the remonstrance petition than signed the original petition. If so, a one year moratorium imposed.)

FORT WAYNE FIRE STATION BUILDING CORP.
1000 Commerce Building
Fort Wayne, Indiana 46802

February 23, 1993

LETTER AGREEMENT

The City of Fort Wayne
City-County Building
Fort Wayne, Indiana 46802

Gentlemen:

We propose to construct, equip and lease to you a new St. Joseph Township Fire Station (the "Project"). The lease will be pursuant to I.C. 36-1-10, as amended. In connection with such construction, equipping and leasing, we propose that the Fort Wayne Fire Station Building Corp. (the "Building Corp.") enter into a Contract of Lease with The City of Fort Wayne (the "City") in substantially the form of the Contract of Lease attached hereto as Exhibit A (the "Lease").

The attached Lease assumes construction bids for the Project will be taken in such a manner that the construction costs will be identifiable for the Project. This Letter Agreement is contingent upon the Original Purchase Price, as defined in the Lease, being sufficient to finance, construct and equip the Project.

The Building Corp. represents to the City that the Lease term and the total annual rental payments will not exceed the term and amounts set forth in Exhibit A to the Lease. The Building Corp. further represents that after financing has been completed, it will provide the City with a rental reduction letter which will set forth the net interest cost (as the term "net interest cost" is defined in Municipal Bond Finance Administration, 1969 edition by Alan Radinowitz) of the financing at an effective rate not exceeding 7.25%. The rental reduction letter will also include a semi-annual rental payment schedule necessary to amortize actual debt service on the financings computed at the net interest cost.

The Building Corp. and the City may agree to designate a different budget figure for any item in the Estimated Budget; but in any event, the aggregate of budget figures may not increase without the consent of the City. Any total difference, between the Estimated Budget and the total reduced budget, shall reduce the Original Purchase Price and such reduced figure shall be the Adjusted Purchase Price and shall be set forth in the Lease on Exhibit A thereto. If a new Adjusted Purchase Price is used, the annual rental payment shall be recomputed based on the net interest cost and the revised annual rental payment schedule shall be set forth in the Lease on Exhibit A thereto.

This Letter Agreement may be declared null and void if a war involving the United States shall have been declared, the Internal Revenue Code shall have been amended or any conflict involving the armed forces of the United States shall have commenced or escalated, or any emergency or unusual event relating to the effective operation of government or the financial community shall have occurred, which in Building Corp.'s opinion materially adversely affects the market place for financial instruments.

Please acknowledge your acceptance of this Letter Agreement by returning one signed copy to us.

Very truly yours,

FORT WAYNE FIRE STATION
BUILDING CORP.

By: _____
O. Roderick Wilson, Secretary

ACCEPTED BY:

THE CITY OF FORT WAYNE

this ____ day of February, 1993

By: _____
W. Paul Helmke, Mayor

ATTEST:

By: _____
Sandra Kennedy, Clerk

(SEAL)

CONTRACT OF LEASE

between

Fort Wayne Fire Station Building Corp.,

Lessor

and

The City of Fort Wayne,
Allen County, Indiana

Lessee

Dated

as of

_____, 1993

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(The Index is not a part of the Lease but
for convenience of reference only.)

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LEASE
FORT WAYNE FIRE STATION BUILDING CORP.
TO

THE CITY OF FORT WAYNE
ALLEN COUNTY, INDIANA

THIS CONTRACT OF LEASE (hereinafter called "Lease") made and entered into as of the ____ day of _____, 1993, between Fort Wayne Fire Station Building Corp. (hereinafter with its successors and assigns as provided by this Lease called "Lessor"), a corporation duly organized and existing under the laws of the State of Indiana and qualified to do business in said State, and The City of Fort Wayne, (hereinafter called "City").

WITNESSETH:

WHEREAS, I.C. 36-1-10 provides for the leasing of structures and parking facilities by political subdivisions and agencies of political subdivisions of the State of Indiana from corporations organized under the laws of the State of Indiana or duly admitted to do business in that State, under certain terms and conditions provided in said Act, including the provision for the title to the structures and parking facilities leased to the City to vest in said City at the conclusion of the lease term with the City required to make an annual appropriation and a tax levy at a rate to provide sufficient money to pay the rental payments under such lease; and

WHEREAS, the plans and specifications referred to in Section 4.2 of this Lease have been or will be heretofore received and approved by the City and have been or will be submitted to and approved by such state and local agencies as are designated by law to pass on plans and specifications for such structures; and

WHEREAS, the City and Lessor each have full right and lawful authority to enter into this Contract of Lease (hereinafter when the context permits, references herein to this Lease shall be deemed to include amendments hereto) and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

"Act" means I.C. 36-1-10.

"Additional Payments" means the amounts required to be paid by the provisions of Section 3.2 hereof.

"Architect" means Martin Riley Architects/Consultants, Fort Wayne, Indiana, who have prepared the plans and specifications for the construction of the Project.

"Authorized City Representative" means the person at the time designated to act on behalf of the City by written certificate furnished to Lessor, containing the specimen signature of such person and signed on behalf of the City by the President or Secretary of the Legislative Authority. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized City Representative.

"Authorized Lessor Representative" means the person at the time designated to act on behalf of Lessor by written certificate furnished to the City, containing the specimen signature of such person and signed on behalf of Lessor by its President or a Vice President or Secretary. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Lessor Representative.

"City" means the City of Fort Wayne, Indiana, a political subdivision of the State.

"Completion Date" for the Project means, the date specified in the certificate of the Authorized Lessor Representative to be furnished pursuant to Section 4.3 hereof.

"Contingency" means the sum of \$_____, which is included in the Original Purchase Price and which is to be used to pay for any increases in construction cost due to changes, modifications or additions to the construction contracts or the Plans and Specifications.

"Engineer" means an engineer or engineering firm or an architect or architectural firm qualified to practice the profession of engineering or architecture under the laws of the State and who or which is not a full-time employee of Lessor or the City.

"I.C." means the Indiana Code as amended to the date hereof.

"Indenture" means the Trust Indenture dated as of _____, 1993 by and between the Lessor and Trustee, together with any supplements or amendments thereto.

"Independent Counsel" means any attorney duly admitted to practice law before the highest court of any state and not a full-time employee of Lessor or the City.

"Insurance Consultant" means a recognized independent insurance consultant qualified under the laws of the State and satisfactory to the City and the Lessor.

"Interest Rate for Advances" means a rate which is one percent in excess of the interest rate then charged by the current Trustee to its most creditworthy commercial borrowers in its lending capacity as a bank.

"Leased Premises" means the Leased Real Property and the Project.

"Lease Purposes" means the acquisition, construction and equipping of the new St. Joseph Township Fire Station including the site, improvements and equipment associated therewith as further described in Exhibit C hereto.

"Leased Real Property" means the interests in real estate described in Exhibit B hereto, together with any substitutions or additions thereto but less any removals therefrom from time to time as provided for in this Lease.

"Lease Term" means the period commencing on the Completion Date and ending on the Termination Date.

"Legislative Authority" means the Common Council of the City.

"Letter Agreement" means the agreement between Lessor and the City dated as of February 23, 1993, in the form of a letter from Lessor accepted by the City, setting forth the Lessor's proposal to construct and lease the Project and formulae for adjusting Option Price and Rent.

"Notice Address" means:

(a) As to Lessor: Fort Wayne Fire Station Building Corp.
1000 Commerce Building
Fort Wayne, Indiana 46802
Attention: President

(b) As to the City: The Common Council of
The City of Fort Wayne
City-County Building
Fort Wayne, IN 46802

(c) As to Trustee:

"Original Purchase Price" as shown on Exhibit A hereto means the sum of \$_____.

"Plans and Specifications" means the plans and specifications for the Project prepared by the Architect and now on file with the City, as changed from time to time as in this Lease provided.

"Project" means the real, personal or real and personal property identified in Exhibit C hereto or in or pursuant to any amendments hereto or in the certificate given pursuant to Section 4.3 hereof, or acquired, constructed or installed as replacement or substitution therefor or addition thereto.

"Rent" means the Rent payable pursuant to Section 3.1 hereof and as set forth in Exhibit A hereto. Rent may be adjusted in accordance with the terms of the Letter Agreement. Rent, as adjusted, shall be set forth in the applicable space in Exhibit A hereto.

"Rent Cure Period" means a period of one calendar day commencing with the day on which Lessor gives notice to the City of failure of the City to pay the Rent.

"Rental Payment Date" means January 12, 1994 or on the Completion Date, whichever is later; and each July 12 and January 12 thereafter as set forth on Exhibit A hereto.

"Required Property Insurance Coverage" means a policy or policies of insurance against physical loss or damage to the Leased Premises, however caused, with such exceptions only as are ordinarily required by insurers of buildings or facilities of a similar type, in an amount equal to 105% of the full replacement cost of the Leased Premises. The full replacement cost of the Leased Premises shall be certified by an Insurance Consultant at the City's expense on or before the effective date of this Lease, and thereafter, if requested by Lessor on or before the first day of January of each year, shall be certified by the Authorized City Representative at the City's expense and setting forth the method or methods by which such replacement cost was determined. If approved by Lessor, such policy or policies may provide for such deductible amounts as are then customary for municipalities of the State leasing buildings or building additions under leases similar to this Lease.

"Required Public Liability Insurance" means such insurance in a minimum amount of \$3,000,000 combined single limit of liability protection for death, bodily injury or property damage resulting from each occurrence, provided, however, the the policy or policies of such insurance may provide for such deductible amounts as are then customary for municipalities of the State leasing buildings or county building additions under leases similar to this Lease, and further provided that the minimum amounts of coverage shall be, and any deductible amount may be, increased as recommended by an Insurance Consultant who shall annually, or for such longer interval specified by the City and approved by Lessor, review such coverage and advise the City of increases in the amount of coverage required therein in order to protect adequately the financial position of the City and Lessor.

"Required Rental Value Insurance Coverage" means a rent or rental value insurance policy (i) in an amount equal to four semiannual Rent payments and

(ii) to the extent that the City, using its best efforts, can obtain such coverage, in an additional amount equal to the expenses, as estimated by the City, of operating and maintaining the Leased Premises for a period of two years. Such policy shall insure against loss of Rent and the expenses of the Lessor operating and maintaining the Leased Premises during a period in which the Rent of the City is abated as a result of physical loss or damage to the Leased Premises, however caused, with such exceptions only as are ordinarily required by insurers of buildings or facilities of a similar type.

"State" means the State of Indiana.

"Termination Date" means the earlier of (i) the date of termination of this Lease by Lessor pursuant to Section 8.9 hereof, (ii) the day on which Lessor's title to the Leased Premises vests in the City pursuant to Section 11.4 hereof, including any renewals of this Lease pursuant to Section 11.1 hereof, or (iii) the day following the final date for payment of the option price and delivery of documents as provided in Section 11.3 hereof and is expected to be June 14, 2005.

"Trustee" means _____.

Any reference herein to the City or its Legislative Authority shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference herein to Lessor shall include any individual, corporation, association, partnership or other entity which succeeds to Lessor's rights and obligations under this Lease by reason of conveyance, assignment or other transfer or by operation of law. Any reference to a section or provision of the Constitution of the State or to a section, provision or chapter of the Indiana Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded.

(End of Article I)

ARTICLE II

LEASED PREMISES - TERM OF LEASE - PURPOSES

Section 2.1. Leased Premises and Possession. Lessor, in consideration of the rents, covenants and agreements herein stated, agrees to and does hereby lease to the City, and the City does hereby lease from Lessor, for the Lease Term subject to the provisions of this Lease, the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises unto the City for the Lease Term.

Possession of the Leased Premises shall be delivered to and accepted by the City on delivery of Lessor's certificate pursuant to Section 4.3 of this Lease.

Section 2.2. Use of Leased Premises. (a) The City will use and occupy the Leased Premises for the Lease Purposes. The City does not now know of any reason why the Leased Premises will not be so used and occupied by it from receipt of possession to the Termination Date and any extensions and renewals of this Lease and now anticipates that it will be so used and occupied. Failure to use and occupy as aforesaid shall in no way abate or reduce Rent payable under this Lease and shall not be deemed a breach of this Lease in any respect so long as the other agreements and covenants of this Lease are fulfilled.

(b) The Project shall be used for public purposes of all kinds. For purposes of this Section, "private person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, and any affiliated or related entity thereto, that is not a governmental unit and that is not acting solely as an officer or employee of the City.

(c) The City hereby covenants that it shall not enter into any agreements with any private person, different in scope than those currently entered into with its tenants and managers, unless the City obtains a written opinion of nationally-recognized bond counsel that such agreement will not affect the exclusion from gross income for federal tax purposes of the interest component of payments under the Lease or of interest on the indebtedness of the lessor.

(End of Article II)

ARTICLE III

RENT AND ADDITIONAL PAYMENTS

Section 3.1. Rent. The City shall pay Rent in advance on each Rental Payment Date in the amount set forth after the applicable Rental Payment Date in Exhibit A hereto; provided, however, that the amount of Rent payable on each Rental Payment Date may be adjusted by virtue of the adjustment of Rent in accordance with the terms of the Letter Agreement. The City shall be entitled to a credit against the installment of Rent next required to be paid to the extent that moneys in any fund created under the Indenture are available for that purpose.

Section 3.2. Additional Payments. The City agrees to make Additional Payments to Lessor as follows:

- (a) As reimbursement for any and all costs, expenses and liabilities paid by Lessor in satisfaction of any obligation of the City hereunder not performed in accordance with the terms hereof by the City.
- (b) As reimbursement for or prepayment of expenses paid or to be paid by Lessor and requested by the City or required by this Lease (including, but not limited to, taxes, utility charges, assessments and maintenance expenses) and not otherwise required to be paid by the City under this Lease.
- (c) As reimbursement for or prepayment of any amounts derived under this Lease which are paid or to be paid by Lessor to the United States of America pursuant to Section 148 of the Internal Revenue Code of 1986, as amended.

Section 3.3. Place of Payments. The Rent and any Additional Payments shall be paid directly to the Lessor at its Notice Address or to any bank or other financial institution designated by Lessor in a notice to the City.

Section 3.4. City's Obligations. The obligations of the City to pay Rent and Additional Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, except as provided in Section 6.4 hereof. For the period of the Lease Term, the City (i) will not suspend or discontinue payment of Rent or Additional Payments pursuant to this Lease, except as provided in Section 6.4 hereof, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) except upon exercise of its termination option as herein provided will not terminate this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Premises, frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any failure of Lessor to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation, exclusive of the completion of the Project, arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release Lessor from the performance of any of the agreements on its part contained in this Lease, and in the event Lessor should fail to perform any

such agreement on its part, the City may institute such action against Lessor as the City may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not impair the agreements on the part of the City contained in the preceding sentence. The City may, however, at its own cost and expense and in its own name or, to the extent lawful, in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with the City, but at the City's expense, and to take all action necessary to effect the substitution of the City for Lessor in any such action or proceeding if the City shall so request.

Section 3.5. Prepayment of Rent and Additional Payments. There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, to prepay without penalty all or any part of the Rent, or any Additional Payments, and Lessor agrees to accept such prepayment of Rent or of any Additional Payments when the same are tendered by the City. All Rent or Additional Payments so prepaid shall be credited on the Rent or Additional Payments, as the case may be, in the order in which they are payable.

Section 3.6. Past Due Rent and Additional Payments. In the event the City should fail to make any Rent payment or pay any Additional Payments, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and during the default period shall bear interest at the Interest Rate for Advances.

(End of Article III)

ARTICLE IV CONSTRUCTION

Section 4.1. Construction. Lessor agrees to construct and equip the Project on the Leased Real Property as promptly as is feasible in accordance with the Plans and Specifications. Lessor agrees to diligently prosecute completion of the Project in accordance with the Plans and Specifications and in such a manner as to conform with all applicable zoning, planning, building, environmental and other regulations of governmental authorities having jurisdiction.

Section 4.2. Plans and Specifications. The Plans and Specifications have been submitted to and approved by the City and are at the date hereof on file with the City and may be changed from time to time by mutual agreement of Lessor and the City provided that, the Plans and Specifications shall not be changed to such an extent that the Lease Purposes are such as are not permitted under the Act or would otherwise permit the City to avoid its agreement under this Lease.

Section 4.3. Completion Date. Completion of the construction and equipping of Phase I and Phase II shall be evidenced to the City by separate certificates signed by the Authorized Lessor Representative stating that (i) construction and equipping have been substantially completed in accordance with the Plans and Specifications and all costs then due and payable in connection therewith have been paid, (ii) construction and equipping have been substantially accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other regulations of all governmental authorities having jurisdiction, and (iii) construction and equipping have been substantially completed to its satisfaction so as to make the respective Phases of the Project ready for operation for the Lease Purposes. Said certificate shall also specify the date by which the foregoing three events have occurred. Notwithstanding the foregoing such certificate shall state that it is given without prejudice to any rights against third parties which then exist or may subsequently come into being.

Section 4.4. Contingency Accounting. Lessor covenants that it will keep and maintain a strict accounting of all charges incurred in relation to the items properly included as part of the Contingency. As soon as practical after all settlements in relation to the Project are completed, a copy of said accounting shall be furnished to the City. Should such accounting show total charges relating to said items to be less than the amount of the Contingency, then the next succeeding payment of Rent shall be reduced by the amount of the excess of the Contingency over said items.

Section 4.5. Remedies Against Contractors, Subcontractors and Sureties. In the event of default of any contractor or subcontractor under any contract made by it in connection with construction and equipping of the Project or in the event of a breach of warranty with respect to any materials, workmanship or performance guaranty in connection with the Project, Lessor will promptly inform the City of the steps it intends to take in connection with any such default, either separately or in conjunction with others, against the contractor or subcontractor so in default and against each such surety for the performance of such contract. If Lessor shall so inform the City, Lessor may, in its own name

or, to the extent lawful, in the name of the City, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor or surety that Lessor deems reasonably necessary, and in such event the City hereby agrees to cooperate fully with Lessor and to take all action necessary to effect the substitution of Lessor for the City in any such action or proceeding.

Section 4.6. Installation of City's Own Personal Property. The City may from time to time, in its sole discretion and at its own expense, install personal property including without limitation that which when installed becomes in whole or in part a fixture, on or upon the Leased Premises. All such property so installed by the City shall remain the sole property of the City in which, except to the extent provided in Section 5.3 hereof, Lessor shall have no interest, and may be purchased by the City on conditional sale, installment purchase or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof; provided no such lien or security interest shall attach to any part of the Leased Premises. The City shall pay as due the purchase price of, and all costs and expenses with respect to, the acquisition and installation of any such personal property installed by it pursuant to this Section.

(End of Article IV)

ARTICLE V

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 5.1. Maintenance and Modifications of Leased Premises by the City. The City during the Lease Term shall keep and maintain the Leased Premises including all appurtenances thereto and any personal property therein or thereon in good repair and good operating condition at its own cost, and upon the expiration or termination of this Lease shall, unless it shall have purchased or become the owner of the Leased Premises pursuant to the terms hereof, surrender the Leased Premises and appurtenances thereto to Lessor in as good condition as prevailed at the time the City was put in full possession thereof, loss by fire or other casualty covered by insurance, ordinary wear and tear, obsolescence and acts of God excepted, subject to the provisions of the following paragraph and of Section 5.2 of this Lease.

The City shall have the privilege of remodeling the Project or making additions, modifications and improvements thereto or to the Leased Real Property, from time to time as it, in its discretion, may deem to be desirable for its uses and purposes, the cost of which remodeling, additions, modifications and improvements shall be paid by the City and the same shall be the property of the Lessor and be included under the terms of this Lease as part of the Leased Premises.

Section 5.2. Removal of Portions of the Project. Lessor shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary portions of the Project. The City shall have the privilege from time to time of substituting personal property or fixtures for any portions of the Project, provided that the personal property or fixtures so substituted shall not impair the character or significance of the Leased Premises as furthering the purposes of the Act. Any such substituted property or fixtures shall become the property of Lessor and shall be included under the terms of this Lease, and the replaced portions of the Project shall become the property of the Lessor. The City shall also have the privilege of removing any portions of the Project, without substitution therefore; provided, that the City pays to Lessor a sum equal to the then fair market value of said portions of the Project.

Section 5.3. Removal of City's Own Personal Property. The City may at any time while it is not in default under this Lease remove from the Leased Premises any property purchased and installed by it pursuant to Section 4.6 of this Lease and not included as part of the Project.

In the event any removal of property pursuant to this Section 5.3 causes damage to any portion of the Leased Premises, the City shall restore the same or repair such damage at its sole expense.

Section 5.4. Documents to be Provided. The City shall file with Lessor during the first two weeks of the calendar month succeeding each anniversary of the Completion Date, commencing with the month succeeding the first anniversary of the Completion Date, a certificate of the Authorized City Representative setting forth the description of each item of personal property or fixtures which has become a part of the Leased Premises and of any other additions,

remodeling, modification, substitution or improvements to the Leased Premises which have been made during the twelve calendar months preceding the first of the month in which such certificate is filed, if such additions, remodeling, modifications substitutions or improvements during such twelve months have an aggregate cost in excess of \$500,000.

Lessor shall execute and deliver such documents (if any) as the City may properly request in connection with any action taken by the City in conformity with Section 5.1, 5.2 or 5.3 of this Article. Any action taken by the City pursuant to Sections 5.1, 5.2 or 5.3 of this Article shall not entitle the City to any abatement or diminution of the Rent or Additional Payments payable hereunder.

Section 5.5. Taxes, Other Governmental Charges and Utility Charges. The City shall pay, as the same respectively become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or on account of or with respect to the Leased Premises or any personal property or fixtures installed or brought by the City therein or thereon and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Premises; provided, that with respect to taxes, special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Lease Term.

The City may, at its expense and in its own name and behalf or, to the extent lawful, in the name and behalf of Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the interests of Lessor or the City in the Leased Premises will be materially endangered or the Leased Premises or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly by the City. Lessor will cooperate fully with the City, but at the City's expense, in any such contest. Lessor will also cooperate fully with the City, but at the City's expense, in exempting the Leased Premises from taxation.

Section 5.6. Property Insurance. The City agrees to insure the Leased Premises in the amount and with the coverage of the Required Property Insurance Coverage by means of policies issued by reputable insurance companies. The City may also insure such property under a blanket insurance policy or policies which cover not only such property but other properties.

Section 5.7. Rental Value Insurance. The City agrees to insure, from and after the Completion Date, the Leased Premises in the amount and with the coverage at least equal to the Required Rental Value Insurance Coverage by means of a policy or policies issued by reputable insurance companies insuring county buildings in the State, notwithstanding the premium costs; or in the event at any time such policies are not available, then either (a) such insurance with such limits or amounts or other provisions as then obtainable for counties of the State leasing buildings or building additions under leases similar to this Lease, or (b) a plan, in compliance with the law of the State and satisfactory to

Lessor, which provides protection similar to the protection provided herein against the inability of the City to meet liabilities of the City that would otherwise have been satisfied by the proceeds of the rent or rental value insurance. In the case of either clause (a) or (b) of the preceding sentence, the limits, amounts and other provisions of such insurance or plan shall be such as are recommended by a recognized qualified independent Insurance Consultant satisfactory to Lessor and who shall annually, or for such longer interval specified by Lessor, review such plan and advise Lessor of changes required therein in order to adequately protect the financial position of the City, and Lessor shall be entitled to rely upon such advice to make its determination as to what is obtainable or most nearly provides protection similar to that herein required. The City may also insure such property under a blanket insurance policy or policies which cover not only such property but other properties.

Section 5.8. Additional Provisions Respecting Insurance. Any insurance policy issued pursuant to Sections 5.6 and 5.7 hereof shall be so written or endorsed, and any plan in substitution thereof shall be so written, as to make losses, if any, payable directly to Lessor or to such other person or persons as Lessor may designate. Each insurance policy provided for in Sections 5.6, 5.7, and 5.9 hereof shall contain a provision to the effect that the insurance company shall not cancel or substantially modify the same without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or substantial modification. The City shall deliver to Lessor evidence of the insurance procured under said Sections by the City and agrees to keep such evidence up to date. Such insurance policies shall be countersigned by an agent of the insurer who is a resident of the State, and such policies, together with a certificate of the insurance commissioner certifying that the persons countersigning such policies are duly qualified in the State as resident agents of the insurers on whose behalf they have signed (or a certificate of insurance and proof of payment of premium satisfactory to Lessor) shall be deposited with Lessor.

Section 5.9. Public Liability Insurance. The City agrees that it will carry Required Public Liability Insurance with reference to the Leased Premises with one or more reputable insurance companies. Lessor and such other person or persons as Lessor may designate shall be made an additional insured under such policies, as their interests may appear. The insurance provided by this Section 5.9 may be by blanket insurance policy or policies. The proceeds of insurance required by this Section (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid.

Section 5.10. Workers' Compensation Coverage. During the period from commencement of construction of the Project until delivery of the certificate of the Authorized Lessor Representative to the City pursuant to Section 4.3 hereof, Lessor shall cause each contractor for each contract made by Lessor in connection with the construction and equipping of the Project to maintain the workers' compensation coverage required by the applicable laws of the State; and, throughout the Lease Term, the City shall maintain the worker's compensation coverage required by the applicable laws of the State or cause the same to be maintained.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Damage and Destruction. If the Leased Premises shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty at any time during the Lease Term, (i) all or that portion of the Leased Premises damaged or destroyed shall be promptly repaired, rebuilt or restored with such changes, alterations and modifications (including the substitution and addition of other property) as may be designated by the City and as shall not impair the character and significance of the Leased Premises as furthering the purposes of the Act, and (ii) there shall be applied for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the City necessary therefor. In the event that such net proceeds are insufficient to pay in full the costs of such repair, rebuilding or restoration, the City shall complete such repair, rebuilding or restoration and shall provide for payment of the costs of such completion from its own moneys. Any balance of such net proceeds remaining after the payment of all expensed and all costs of such repair, rebuilding or restoration shall be paid to the City, upon delivery to Lessor of a certificate signed by the Authorized City Representative certifying that such repair, rebuilding or restoration has been completed and that the expenses and the costs of such repair, rebuilding or restoration have been paid in full and directing the transfer of the remaining moneys to the City.

Section 6.2. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or both of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the City's operation on the Leased Premises and which are in furtherance of the purposes of the Act (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the City without the payment of any Rent other than as herein provided, to the same extent as if such other improvements were specifically described hereby).

Within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the City shall direct Lessor in writing as to which of the ways specified in this Section the City elects to have the net proceeds of the condemnation award applied. Any balances of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall, after deducting of expenses and costs, become the property of the City.

Lessor shall cooperate fully with the City in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the City to litigate in any such proceedings in its own name or in the name and on behalf of Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the City, which consent shall not be unreasonably withheld.

Section 6.3. Condemnation of City-Owned Property. The City shall be entitled to the proceeds of any condemnation award or portion thereof made for damages to or takings of its own sole property.

Section 6.4. Rent Abatement. In the event that the Leased Premises or a portion thereof are damaged or destroyed or are taken under the exercise of the power of eminent domain, the Rent payable by the City shall (i) be totally abated during that portion of the Lease Term that the Leased Premises are totally unfit for use or occupancy, and (ii) partially abated during that portion of the Lease Term that the Leased Premises are partially unfit for occupancy in the same proportion that the area of the Leased Premises so unfit for use or occupancy bears to the total area of the Leased Premises; provided, however, that the City, to the extent it may lawfully do so, shall pay an amount equal to the difference between the Rent payable in such year and the proceeds received by Lessor from the rent or rental value insurance required to be maintained by the City under Section 5.7 hereof. In the event that Rent is abated pursuant to this Section, the Lease Term shall be extended for a period of time equal to the period of time during which the Rent is so abated; provided, however, that in no event shall the Lease Term exceed a period of fifty years. Rent payable during such extended period of time shall be reduced by an amount equal to the proceeds of the aforesaid insurance policy actually received by Lessor and by an amount equal to Rent actually paid by the City during the period of abatement of Rent.

(End of Article VI)

ARTICLE VII

MECHANICS' AND OTHER LIENS

Section 7.1. Mechanics' and Other Liens. The City and Lessor shall not suffer or permit any mechanics' or other liens to be filed or exist against the Leased Premises, nor against the City's leasehold interest in the Leased Premises, nor against any special fund or account provided for in this Lease or any Rent paid or payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Leased Premises or to Lessor or the City or anyone holding the Leased Premises or any part thereof through or under the City. If any such liens shall at any time be filed, Lessor or the City, as appropriate, shall within one hundred twenty days after notice of the filing thereof but subject to the right to contest hereinafter set forth, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. The City shall have the right in its or, to the extent lawful, Lessor's name, or both, but at the City's own cost and expense, to contest the validity or the amount of any such lien by appropriate proceedings timely instituted. Lessor will cooperate fully with the City, but at the City's expense, in any such contest (except as any such lien is asserted by Lessor in which event the City shall have the right to contest such lien as if it were the owner of the Leased Premises). If the City shall fail to cause such lien to be discharged, or to contest the validity or amount thereof, within the period aforesaid, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount paid by Lessor shall be reimbursed by the City on demand, and if not so reimbursed on demand may be treated as Additional Payments as provided in Article III hereof and shall be paid by the City with interest on the amount so paid by Lessor at the Interest Rate for Advances.

(End of Article VII)

ARTICLE VIII

REPRESENTATIONS AND SPECIAL COVENANTS AND CONDITIONS

Section 8.1. Representations and Covenants of the City. The City warrants and represents that it is and during the Lease Term will be a duly organized and existing municipal corporation under the laws of the State, that it is not in default under any of the provisions contained in the laws of the State in any manner which would impair its ability to carry out its obligations hereunder, that it has power to enter into the transactions contemplated by this Lease, that it has been duly authorized to execute this Lease and that it will do all things required of it in order to maintain its existence.

Section 8.2. Representations and Covenants of Lessor. The Lessor warrants and represents as follows:

- (a) It is duly incorporated and is in good standing under the laws of the State and duly qualified to do business in the State, and will remain so qualified so long as it is the Lessor under this Lease.
- (b) Construction and equipping in accordance with the Plans and Specifications will be accomplished in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of all governmental authorities having jurisdiction of the Leased Premises.

Section 8.3. Maintenance of Lessor. Lessor agrees that from the date of delivery of this Lease to the Termination Date there will always be a corporation duly organized and existing under the laws of the State and qualified to do business in said State, an individual, partnership, association, firm or other entity acting as lessor under this Lease. The Original Purchaser shall be notified, in writing, of any change in the identity of Lessor under the Lease.

Section 8.4. Title of Leased Real Property. Lessor has caused to be furnished to the City an acceptable title insurance policy showing the status of title to the Leased Real Property as of the date of acquisition of the Leased Real Property by Lessor. The City and Lessor agree that title is satisfactory and that all defects in and liens and encumbrances on such title, as set forth in such policy as exclusions from coverage and exceptions, do not impair the City's use or the value of the Leased Premises and that the City will accept such title upon the City having paid the Rental required herein and upon having complied with all conditions to be performed by the City.

Section 8.5. No Warranty of Condition or Suitability. Lessor does not make any warranty, either express or implied, as to the suitability or utilization of the Leased Premises for the Leased Purposes, or as to the condition of the Leased Premises or that they are or will be suitable for the City's purposes or needs. The City agrees that the Leased Premises as contemplated by the Plans and Specifications are useful to it and are in furtherance of the purposes of the Act.

Section 8.6. Quiet Enjoyment. Lessor covenants that it will not take any action to prevent the City, on paying the Rent and Additional Payments and performing the covenants and agreements herein on the City's part to be performed, from peaceably and quietly holding and enjoying the Leased Premises for the Lease Term and any extension thereof and that Lessor will, at the City's request and expense, defend the City's enjoyment and possession of the Leased Premises against all parties or permit the City in its own or, to the extent lawful, in Lessor's name, to defend such enjoyment and possession.

Section 8.7. Right of Access. The City agrees that subject to reasonable security and safety regulations and to reasonable requirements as to notice, Lessor, and its duly authorized agents shall have the right at all reasonable times to enter upon the Leased Premises and to examine and inspect the same. The City further agrees that Lessor and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary to cause to be completed the construction and equipping provided for herein, and thereafter for the proper maintenance of the Project in the event of failure by the City to perform its obligations.

Section 8.8. Indemnification. The City releases Lessor from, agrees that Lessor shall not be liable for, and agrees to hold Lessor harmless against, any loss or damage to property, or any injury to or death of any person, that may be occasioned by any cause or by any failure to act whatsoever pertaining to the Leased Premises or the use thereof; provided, that the indemnity in this sentence shall be effective only to the extent of any loss that may be sustained by Lessor in excess of the net proceeds received by Lessor from any insurance carried with respect to the loss sustained. The City further agrees to indemnify and save harmless Lessor against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the City in the performance of any covenant or agreement on the part of the City to be performed pursuant to the terms of this Lease, or arising from any act or negligence of or failure to act by the City, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Lease Term, in or about the Leased Premises, and from and against all costs, liability and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, the City upon notice from Lessor covenants to resist or defend such action or proceedings at the City's expense.

Section 8.9. Termination. Prior to the delivery of any securities secured hereby, this Lease may be terminated immediately by the Lessor upon the receipt by Lessor of any final nonappealable order or adjudication which declares the Lease or any of its terms and conditions invalid or which enjoins the performance of any of the terms and conditions of the Lease.

Section 8.10. Covenant to Comply with Tax Reform Act of 1986 and to Restrict Use of Funds. The Lessor and the City each covenant that each of them will restrict the use of the proceeds realized under this Lease in such manner and to such extent, if any, as may be necessary so that this Lease and any securities including first mortgage bonds and participation certificates evidencing proportionate interests in the payments to be made under this Lease will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Authorized City Representative

and any officer of the Lessor, respectively, and any other appropriate officers shall each give an appropriate certificate for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City and the Lessor, respectively, regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest component of payments under the Lease.

The City and the Lessor each covenant that each of them (a) will take or cause to be taken such actions which may be required of it for the interest component of payments under the Lease to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Lease to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Authorized City Representative and any officer of the Lessor, respectively, and other appropriate officers are each hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of the interest component of payments under the Lease.

Section 8.11. Covenant to Supply Financial Information. The City hereby covenants to provide, when requested in a timely manner, to Lessor, or its assigns, or to such persons, corporations or other agencies designated by Lessor or its assigns, annual financial data, including all tax and other income, receipts and disbursements, budgets, tax levies, collections and delinquencies, and amortization schedules of all bond or lease transactions, and to advise of all matters, actions or causes of action to which the City may or has become obligated and all other pertinent information and changes thereto relative to the financial condition of the City and its continuing ability to make the Rental Payments due and payable under this Lease.

Section 8.12. Federal Grant Assurances. Lessee and Lessor covenant that the provisions of any grants from the United States relating to the Leased Premises will continue to be observed throughout the term of this Lease. Lessee covenants that it has received all approvals necessary from the United States and its instrumentalities necessary for the execution of this Lease and the transaction contemplated thereby.

(End of Article VIII)

ARTICLE IX

RELEASE OF PORTIONS OF LEASED REAL PROPERTY

Section 9.1. Release of Leased Real Property. The parties hereto reserve the right, at any time and from time to time, to amend this Lease to effect the release of and removal from this Lease and the leasehold estate created hereby of any part of or interest in the Leased Real Property and the conveyance of such part of interest to a grantee designated by the City; provided, that such amendment shall not be effective until and unless there are deposited with Lessor the following:

- (a) An executed copy of the said amendment.
- (b) A certificate of the Authorized City Representative that the City is not in default, under any of the provisions of this Lease, (i) giving, if applicable, an adequate legal description of that portion of the Leased Real Property to be released, (ii) stating the purpose for which the release is desired, (iii) stating that the improvements, if any, to be constructed upon that portion of the Leased Real Property to be released will not interfere with the City's use of the Leased Premises, (iv) requesting such release and (v) approving such amendment.
- (c) Evidence of the authority of the officer of the City who executes such amendment.
- (d) A certificate of the President or a Vice President of Lessor or an opinion of counsel for Lessor stating that Lessor is not in default under this Lease.
- (e) If applicable, a copy of the instrument conveying the interest proposed to be released.
- (f) A certificate of an Engineer, acceptable to Lessor, dated not more than sixty days prior to the date of the release and stating that, in the opinion of such Engineer, (i) the release of the portion of the Leased Real Property so proposed to be released is not necessary or desirable in order to benefit the Leased Premises, or such portion is not needed for the operation of the Leased Premises, and (ii) the release so proposed to be made will not impair the usefulness of the Project as furthering the purposes of the Act, and will not destroy means of ingress to and egress from the Project.

Lessor shall execute and deliver such documents as the City may properly request in order to effect any release pursuant to this Section and to convey the interests released to the designated grantee. Any release pursuant to this Section may be made for the purpose of conveying the part or interests released to the City.

Section 9.2. No Abatement or Diminution of Rent. No release or conveyance effected under any of the provisions of this Lease shall entitle the City to any abatement or diminution of the Rent payable hereunder. Any release or conveyance under Section 9.1 of this Lease shall be made only for consideration which the Authorized City Representative certifies is a fair and adequate consideration. Any moneys received as such consideration shall be paid to Lessor or its assignee.

(End of Article IX)

ARTICLE X
ASSIGNMENT AND SUBLEASING

Section 10.1. Assignment and Subleasing by City. This Lease may not be assigned in whole or in part, and the Leased Premises may not be subleased as a whole or in part by the City except to a successor entity which is a municipal corporation of the State and into which the City is merged or with which the City is consolidated and otherwise only with the consent of Lessor.

Section 10.2. Assignment and Mortgaging by Lessor. For the purposes of constructing, erecting and equipping the Project or the financing thereof, the Lessor may mortgage the Leased Premises and assign its rights under and interest in, and pledge any moneys receivable under or pursuant to, this Lease, but each such mortgage, assignment or pledge shall be subordinate and subject to this lease.

(End of Article X)

ARTICLE XI

OPTIONS IN FAVOR OF THE AIRPORT

Section 11.1. Option to Renew. The City shall have the option to renew this Lease for a further like or lesser term upon the same terms and conditions as herein provided. Such option shall be exercised by the City giving Lessor notice of the exercise of such option on any Rental Payment Date prior to the Termination Date.

Section 11.2. Option to Purchase Leased Premises. The City shall have, and is hereby granted, an option to purchase the Leased Premises on the nineteenth (19th) Rental Payment Date and on any Rental Payment Date thereafter, provided the City is not in default under any provisions of this Lease. In the event that the City elects to exercise such option to purchase, the City shall give notice of its intention to exercise such option not less than sixty days prior to such Rental Payment Date. In the event that the City exercises such option to purchase, the purchase price shall be the "Option Price" as shown on Exhibit A opposite the applicable rental payment number. In addition, the City can purchase the Leased Premises at any time prior to the twenty-first (21st) Rental Payment Date by paying a purchase price equal to the sum of all of the remaining lease payments.

Section 11.3. Conveyance on Exercise of Option to Purchase. On exercise of the option to purchase granted herein, Lessor will upon payment of the purchase price deliver, or cause to be delivered, to the City documents conveying to the City all of Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Lease.

Section 11.4. Transfer to City. In the event the City has not exercised the foregoing option to purchase the Leased Premises at the Termination Date, and has not exercised its option to renew in accordance with the provisions of Section 11.1 hereof, and upon the full discharge and performance by the City of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the City and upon the City's request Lessor shall execute proper instruments conveying to the City all of Lessor's title thereto.

Section 11.5. Duty of City. In the event of purchase of the Leased Premises by the City or conveyance of the same to the City under the provisions of Section 11.2 hereof, the City shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the City's expense all documentary stamps or other tax payments required for the transfer of title.

Section 11.6. Duty of Lessor. Upon written request of the City, made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the City on the next Rental Payment Date in order to purchase the Leased Premises in accordance with Section 11.2 hereof.

(End of Article XI)

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default. The following shall be "events of default" under this Lease and the terms "events of default" or "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by the City to pay the Rent required to be paid hereunder on or prior to the Rental Payment Date and continuing for the Rent Cure Period except as provided in Section 6.4 hereof.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease, other than as referred to in paragraph (a) of this Section, for a period of sixty days after notice of such failure requesting such failure to be remedied, given to the City by Lessor unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if and so long as the City is proceeding with due diligence to cure the default such period shall be extended to such period as is required to permit the City's proceeding with due diligence to cure such default.

The provisions of paragraph (b) of this Section are subject to the following limitations: If by reason of acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; explosions; the City is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the City to pay Rent, Additional Payments and taxes and to carry insurance, the City shall not be deemed in default during the continuance of such inability. The City shall, however, use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreements; provided, that the City shall in no event be required to settle strikes, lockouts or other disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Section 12.2. Remedies on Default. Whenever any event of default under Section 12.1 of this Lease shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) Lessor may reenter and take possession of the Leased Premises without terminating this Lease, sublease the Leased Premises for the account of the City, holding the City liable for costs, if any, not reimbursed to Lessor from the difference between the rent and other amount payable by such sublessee in such subleasing and the Rent, Additional Payments and other amount payable by the City hereunder.
- (b) Lessor may terminate this Lease, exclude the City from possession of the Leased Premises, and lease the Leased Premises to another, but holding the City liable for costs, if any, not reimbursed to

Lessor from the proceeds for all Rent and other payments due up to the effective date of such leasing.

- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the Rent and Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Lease.

Provided, however if before the expiration of 120 days from the date of which an event of default under Section 12.1 of this Lease shall have happened, the Lessee shall have cured the event of default and shall have paid all sums payable hereunder, (including all accrued unpaid Rent, Additional Payments and any and all other costs and expenses incurred by Lessor as a result of the event of default), then, (i) the Lessor shall waive the event of default and its consequences and shall rescind and annul that declaration, (ii) the Lease, if it has been terminated pursuant to subparagraph (b) above shall be reinstated, and (iii) the City shall be restored to the use, occupancy and possession of the Lease Premises.

Section 12.3. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now and hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be expressly required herein.

Section 12.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the City should default under any of the provisions of this Lease and Lessor should employ attorneys or incur other expenses for the collection of Rent or the enforcement of performance or observance of any obligation or agreement on the part of the City contained in this Lease, the City shall on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 12.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 12.6. Waiver of Appraisement, Valuation, Etc. In the event the City should default under any of the provisions of this Lease, the City agrees to waive the benefit of all appraisement, valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisement and redemption to which it may be entitled.

Section 12.7. Reinstatement. Notwithstanding any termination of this Lease in accordance with the provisions of Section 12.2 hereof, unless and until Lessor

shall have entered into a valid and binding agreement providing for the reletting of the Leased Premises, the City may at any time after such termination pay all accrued unpaid Rent plus any costs to Lessor and fully cure all other defaults then capable of being cured. Upon such payment and cure, this Lease shall be fully reinstated, as if it had never been terminated, and the City shall be restored to the use, occupancy and possession of the Leased Premises.

(End of Article XII)

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Surrender of Leased Premises. In the event the City should default under this Lease and this Lease is terminated or if this Lease is terminated by Lessor pursuant to Section 8.9 hereof, the City agrees to surrender, subject to reinstatement pursuant to Section 12.7 of this Lease, possession of the Leased Premises peaceably and promptly to Lessor in as good condition as prevailed at the time the City was put in full possession thereof, loss by fire and other casualty covered by insurance or by eminent domain, ordinary wear and tear, obsolescence and acts of God excepted.

Section 13.2. Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address. Lessor and the City may, by notice given hereunder, designate any further and different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 13.3. Net Lease. This Lease shall be deemed and construed to be a "net lease," and the City shall pay absolutely net during the Lease Term the Rent, Additional Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff other than those herein expressly provided.

Section 13.4. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor, the City and their respective successors and assigns, subject, however, to the specific provisions hereof.

Section 13.5. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Lease.

Section 13.6. Construction of Covenants. Lessor has corporate power as required for the purpose of constructing and erecting the Project and leasing the same to the City under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the provisions of the Act shall be deemed to be controlling and binding upon Lessor and the City.

Section 13.7. Severability. In case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken thereunder, which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part

thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13.8. Letter Agreement. The terms of the Letter Agreement are incorporated herein as if entirely rewritten in this Lease.

Section 13.9. Captions. The captions or heading in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(End of Article XIII)

IN WITNESS WHEREOF, Lessor and the City have caused this Lease to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

FORT WAYNE FIRE STATION
BUILDING CORP.

By: _____
Thomas B. Summers, President

ATTEST:

O. Roderick Wilson, Secretary

THE CITY OF FORT WAYNE

By: _____
W. Paul Helmke, Mayor

ATTEST:

Sandra Kennedy, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 1993, personally appeared Fort Wayne Fire Station Building Corp. by Thomas B. Summers and O. Roderick Wilson, its President and Secretary, respectively, and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed for and on behalf of said corporation and the voluntary and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official notarial seal on the day and year aforesaid.

Jenny L. Baker, Notary Public

County of Residence: Allen

My Commission expires: January 8, 1994

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 1993. personally appeared The City of Fort Wayne, by W. Paul Helmke and Sandra Kennedy, its Mayor and Clerk, respectively, and acknowledged the execution of the foregoing Lease.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official notarial seal on the day and year aforesaid.

Notary Public

County of Residence:

My Commission expires:

Fire Station**Estimated Budget**

Construction	\$871,000
Land	150,000
Equipment - Pumper truck, vehicles	429,000
Architectural & Engineering Fees included above	
Reimbursements (Plans, State Fees, cct.) included above	
Contingency included above	
Survey & Testing included above	
Title and Builders Risk Insurance included above	
Estimated Cost of Issuance	20,669
Bond Counsel	
Local Counsel	
Trustee	
Rating, Printing, Misc.	
Underwriting	15,000
Interest During Construction	<u>0</u>
Total Project Cost	\$1,485,669
Less:	
Earnings on Construction Funds	<u>10,669</u>
Issue Size	<u>\$1,475,000</u>

**City of Fort Wayne, Indiana
Fire Station Building Lease
Series 1993**

Original Purchase Price is \$1,475,000

<u>Date</u>	<u>Lease Payment</u>	<u>Option Price</u>
15-Jan-94	53,075.42	1,622,500.00
15-Jul-94	87,612.50	1,572,500.00
15-Jan-95	86,337.50	1,522,500.00
15-Jul-95	90,062.50	1,467,500.00
15-Jan-96	88,660.00	1,412,500.00
15-Jul-96	87,257.50	1,357,500.00
15-Jan-97	90,855.00	1,297,500.00
15-Jul-97	89,325.00	1,237,500.00
15-Jan-98	87,795.00	1,177,500.00
15-Jul-98	86,265.00	1,117,500.00
15-Jan-99	89,735.00	1,052,500.00
15-Jul-99	88,077.50	987,500.00
15-Jan-2000	86,420.00	922,500.00
15-Jul-2000	89,762.50	852,500.00
15-Jan-2001	87,977.50	782,500.00
15-Jul-2001	91,192.50	707,500.00
15-Jan-2002	89,280.00	632,500.00
15-Jul-2002	87,367.50	557,500.00
15-Jan-2003	90,455.00	477,500.00
15-Jul-2003	88,415.00	397,500.00
15-Jan-2004	86,375.00	317,500.00
15-Jul-2004	89,335.00	232,500.00
15-Jan-2005	87,167.50	147,500.00

Fire Station

Amortization Table

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>New Issue Debt Service</u>	<u>New Issue Lease Payments</u>	<u>Annual Lease Payments</u>
15-Jan-94	0	5.100%	\$53,075.42	\$53,075.42	\$53,075.42	\$53,075.42
15-Jul-94	50,000	5.100%	37,612.50	87,612.50	87,612.50	
15-Jan-95	50,000	5.100%	36,337.50	86,337.50	86,337.50	173,950.00
15-Jul-95	55,000	5.100%	35,062.50	90,062.50	90,062.50	
15-Jan-96	55,000	5.100%	33,660.00	88,660.00	88,660.00	178,722.50
15-Jul-96	55,000	5.100%	32,257.50	87,257.50	87,257.50	
15-Jan-97	60,000	5.100%	30,855.00	90,855.00	90,855.00	178,112.50
15-Jul-97	60,000	5.100%	29,325.00	89,325.00	89,325.00	
15-Jan-98	60,000	5.100%	27,795.00	87,795.00	87,795.00	177,120.00
15-Jul-98	60,000	5.100%	26,265.00	86,265.00	86,265.00	
15-Jan-99	65,000	5.100%	24,735.00	89,735.00	89,735.00	176,000.00
15-Jul-99	65,000	5.100%	23,077.50	88,077.50	88,077.50	
15-Jan-2000	65,000	5.100%	21,420.00	86,420.00	86,420.00	174,497.50
15-Jul-2000	70,000	5.100%	19,762.50	89,762.50	89,762.50	
15-Jan-2001	70,000	5.100%	17,977.50	87,977.50	87,977.50	177,740.00
15-Jul-2001	75,000	5.100%	16,192.50	91,192.50	91,192.50	
15-Jan-2002	75,000	5.100%	14,280.00	89,280.00	89,280.00	180,472.50
15-Jul-2002	75,000	5.100%	12,367.50	87,367.50	87,367.50	
15-Jan-2003	80,000	5.100%	10,455.00	90,455.00	90,455.00	177,822.50
15-Jul-2003	80,000	5.100%	8,415.00	88,415.00	88,415.00	
15-Jan-2004	80,000	5.100%	6,375.00	86,375.00	86,375.00	174,790.00
15-Jul-2004	85,000	5.100%	4,335.00	89,335.00	89,335.00	
<u>15-Jan-2005</u>	<u>85,000</u>	<u>5.100%</u>	<u>2,167.50</u>	<u>87,167.50</u>	<u>87,167.50</u>	<u>176,502.50</u>
	1,475,000		523,805.42	1,998,805.42	1,998,805.42	1,998,805.42

**Fire Station
Building Financed With Increasing Payments
Amortization Table**

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>New Issue Debt Service</u>	<u>New Issue Lease Payments</u>	<u>New Issue Annual Lease Payments</u>
15-Jan-94	0	5.100%	\$37,602.58	\$37,602.58	\$0.00	
15-Jul-94	0	5.100%	26,647.50	26,647.50	26,647.50	
15-Jan-95	0	5.100%	26,647.50	26,647.50	26,647.50	\$53,295.00
15-Jul-95	0	5.100%	26,647.50	26,647.50	26,647.50	
15-Jan-96	0	5.100%	26,647.50	26,647.50	26,647.50	53,295.00
15-Jul-96	20,000	5.100%	26,647.50	46,647.50	46,647.50	
15-Jan-97	20,000	5.100%	26,137.50	46,137.50	46,137.50	92,785.00
15-Jul-97	25,000	5.100%	25,627.50	50,627.50	50,627.50	
15-Jan-98	25,000	5.100%	24,990.00	49,990.00	49,990.00	100,617.50
15-Jul-98	25,000	5.100%	24,352.50	49,352.50	49,352.50	
15-Jan-99	25,000	5.100%	23,715.00	48,715.00	48,715.00	98,067.50
15-Jul-99	65,000	5.100%	23,077.50	88,077.50	88,077.50	
15-Jan-2000	65,000	5.100%	21,420.00	86,420.00	86,420.00	174,497.50
15-Jul-2000	70,000	5.100%	19,762.50	89,762.50	89,762.50	
15-Jan-2001	70,000	5.100%	17,977.50	87,977.50	87,977.50	177,740.00
15-Jul-2001	75,000	5.100%	16,192.50	91,192.50	91,192.50	
15-Jan-2002	75,000	5.100%	14,280.00	89,280.00	89,280.00	180,472.50
15-Jul-2002	75,000	5.100%	12,367.50	87,367.50	87,367.50	
15-Jan-2003	80,000	5.100%	10,455.00	90,455.00	90,455.00	177,822.50
15-Jul-2003	80,000	5.100%	8,415.00	88,415.00	88,415.00	
15-Jan-2004	80,000	5.100%	6,375.00	86,375.00	86,375.00	174,790.00
15-Jul-2004	85,000	5.100%	4,335.00	89,335.00	89,335.00	
15-Jan-2005	85,000	5.100%	2,167.50	87,167.50	87,167.50	176,502.50
	1,045,000		452,487.58	1,497,487.58	1,459,885.00	1,459,885.00

Net Interest Cost: 5.10000%
Average Maturity (years) 8.490

SUMMERS & COMPANY, INC.

**Fire Station
Vehicles and Pumper Trucks
Amortization Table**

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>New Issue Debt Service</u>	<u>New Issue Lease Payment</u>	<u>New Issue Annual Lease Payments</u>
15-Jan-94	0	3.200%	\$11,966.22	\$11,966.22	\$0.00	
15-Jul-94	50,000	3.200%	8,480.00	58,480.00	58,480.00	
15-Jan-95	50,000	3.600%	7,680.00	57,680.00	57,680.00	\$116,160.00
15-Jul-95	55,000	3.600%	6,780.00	61,780.00	61,780.00	
15-Jan-96	55,000	3.900%	5,790.00	60,790.00	60,790.00	122,570.00
15-Jul-96	35,000	3.900%	4,717.50	39,717.50	39,717.50	
15-Jan-97	40,000	4.200%	4,035.00	44,035.00	44,035.00	83,752.50
15-Jul-97	35,000	4.200%	3,195.00	38,195.00	38,195.00	
15-Jan-98	35,000	4.400%	2,460.00	37,460.00	37,460.00	75,655.00
15-Jul-98	35,000	4.400%	1,690.00	36,690.00	36,690.00	
15-Jan-99	40,000	4.600%	920.00	40,920.00	40,920.00	77,610.00
15-Jul-99	0	4.600%	0.00	0.00	0.00	
15-Jan-2000	0	4.800%	0.00	0.00	0.00	0.00
15-Jul-2000	0	4.800%	0.00	0.00	0.00	
15-Jan-2001	0	5.000%	0.00	0.00	0.00	0.00
15-Jul-2001	0	5.000%	0.00	0.00	0.00	
15-Jan-2002	0	5.200%	0.00	0.00	0.00	0.00
15-Jul-2002	0	5.200%	0.00	0.00	0.00	
15-Jan-2003	0	5.400%	0.00	0.00	0.00	0.00
15-Jul-2003	0	5.400%	0.00	0.00	0.00	
15-Jan-2004	0	5.600%	0.00	0.00	0.00	0.00
15-Jul-2004	0	5.600%	0.00	0.00	0.00	
<u>15-Jan-2005</u>	<u>0</u>	<u>5.800%</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	430,000		57,713.72	487,713.72	475,747.50	475,747.50

Net Interest Cost: 4.12716%
Average Maturity (years) 3.252

SUMMERS & COMPANY, INC.

BILL NO. S-93-03-16

*1 held 4-13-
2 w/bs.
4-27*

REPORT OF THE COMMITTEE ON
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) APPROVING A CONTRACT
OF LEASE BETWEEN FORT WAYNE FIRE STATE BUILDING CORP., LESSOR
AND THE CITY OF FORT WAYNE, LESSEE

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Handwritten signatures: Archie L. Lunsey, Donald J. Schmidt, Henry, Edmonds, Long]

DATED:

4-27-93.

Sandra E. Kennedy
City Clerk

City of FW-Law Dept
(Governmental Unit)

ALLEN County, Indiana

To: The Journal-Gazette
P.O. Box 100
Fort Wayne, IN
Dr.

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

40 lines, 1 columns wide equals 40 equivalent lines
at .33 cents per line

\$ 13.20

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 13.20

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 1
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: April 2, 19 93

Title: Clerk

Cindy Gillenwater

PUBLISHER'S AFFIDAVIT

NOTICE TO TAXPAYERS OF THE CITY OF FORT WAYNE ON PROPOSED LEASE

PLEASE be notified that a public hearing will be held before the Common Council of the City of Fort Wayne on the 13th day of April, 1993, at 7:00 P.M. (local time) in the City Council Chambers, 1st Floor, City-County Building, One Main Street, Fort Wayne, Indiana, on a proposed lease by and between the City of Fort Wayne, as lessee, and the Fort Wayne Fire Station Building Corp., as lessor. Under the proposed lease, the City will use and occupy a fire station to be located at the Northwest corner of Rothman Road at Maplecrest Road to provide fire service to a portion of the City located in a recently annexed area of St. Joseph Township. The proposed term of the lease is from date of completion of the construction of the fire station (expected to be on or before December 31, 1994) to June 14, 2005. The lease is expected to be in effect 10.5 years. The lease is a "net lease" and provides the City with an option to purchase. The lease also obligates the City to maintain the premises during the term of the lease. The total rental to be paid is \$1,998,805.42, beginning with a first payment of \$3,075.42 on January 14, 1994, and a second payment of \$87,612.50 on July 15, 1994. The remaining scheduled rental payments are to be made on January 15th and July 15th of each year thereafter during the term of the lease with no individual payment exceeding \$92,000.00. The proposed lease, drawings, plans, specifications and project costs estimates for the fire station and related equipment are open for public inspection in the City Clerk's Office, 1st Floor, City-County Building, Fort Wayne, Indiana, and will be open for public inspection at the public hearing. All persons are entitled to be heard at the hearing as to whether the execution of the lease is necessary and whether the rental is fair and reasonable for the proposed structures.

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Cindy Gillenwater who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time 4/2/93, the dates of publication being as follows:

4/2/93

Cindy Gillenwater

Subscribed and sworn to before me this 2nd day of April, 19 93.

Anne M. Perkins

Notary Public

ANNE M PERKINS
ALLEN COUNTY IND

Novmeber 29, 1993

My commission expires:

#534

City of FW-LAW DEPT

(Governmental Unit)

To:

The News-Sentinel

Dr.

ALLEN

County, Indiana

P.O. Box 100

Fort Wayne, IN

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

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-2 #534